

EXHIBIT

A

Company Indemnitees relating to, arising out of or resulting from any of the following items (without duplication):

- (a) the failure of Newco or any other Person to pay, perform or otherwise promptly discharge in accordance with its terms any Software Business Liability;
- (b) the Software Business, any Software Business Liability, any Exclusive Contingent Liability of Newco, or any Software Business Contract; and
- (c) any breach by Newco of any of its representations, warranties or covenants in this Agreement.

3.2 Indemnification by Company.

Except as provided in Section 3.3, the Company shall indemnify, defend and hold harmless Newco, its Subsidiaries from and after the Closing, and each of their respective directors, officers and employees, and each of the heirs, executors, administrators, successors and assigns of any of the foregoing (collectively, the "Newco Indemnitees"), from and against any and all Liabilities of the Newco Indemnitees relating to, arising out of or resulting from any of the following items (without duplication):

- (a) the failure of the Company or any other Person to pay, perform or otherwise promptly discharge in accordance with its terms any Excluded Liability or any Liabilities of the Company or its Subsidiaries other than the Software Business Liabilities;
- (b) the Services Business, any Excluded Liability, any Exclusive Contingent Liability of the Company, or any Liability of the Company or its Subsidiaries other than the Software Business Liabilities; and
- (c) any breach by the Company of any of its representations, warranties or covenants in this Agreement.

3.3 Indemnification Net of Insurance.

(a) The parties intend that any Liability subject to indemnification or reimbursement pursuant to this Article III or Article IV shall be net of Insurance Proceeds that actually reduce the amount of the Liability. Accordingly, the amount which any party (an "Indemnifying Party") is required to pay to any Person entitled to indemnification hereunder (an "Indemnitee") will be reduced by any Insurance Proceeds theretofore actually recovered by or on behalf of the Indemnitee in reduction of the related Liability. If an Indemnitee receives a payment (an "Indemnity Payment") required by this Agreement from an Indemnifying Party in respect of any Liability and subsequently receives Insurance Proceeds, then the Indemnitee will pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Insurance Proceeds that would have been due if the Insurance Proceeds had been received, realized or recovered before the Indemnity Payment was made.

(b) In insurer who would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of the indemnification